

## NTU PERSONAL DATA PRIVACY STATEMENT AND CONSENT BY STUDENTS

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### (A) COLLECTION, USE AND DISCLOSURE OF STUDENTS' PERSONAL DATA

1. Your personal data privacy is important to us and we are committed to safeguarding your personal data that we may possess. Please read this privacy statement carefully as it contains important information about how we will/may collect, use, disclose and process personal data that you provide or that we possess about you. In this document, the term “**personal data**” means data, whether true or not, about you where you can be identified either (a) from that data; or (b) from that data and other information to which we have or are likely to have access.
2. In this Personal Data Privacy Statement and Consent document (the “**Statement**”), the words “we”, “our”, “us” and “NTU” refer to Nanyang Technological University and its successors and assigns.
3. The Statement applies in conjunction with any other policies, notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us. NTU may revise the Statement from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Statement was last updated. Your continued Relationship (as defined below) with us constitutes your acknowledgement and acceptance of such changes.
4. Your relationship with us commences with your becoming a student of NTU, undertaking your chosen programme. At the successful completion of your programme, your relationship with us continues in your capacity as an alumnus of NTU. NTU values alumni as much as students and you can expect to be a part of activities that are organised for you, whether in your capacity as a student or as an alumnus. In this document, “**Relationship**” means your long term or life-time relationship with NTU in your capacity as a student and thereafter as an alumnus; “**Student Relationship**” means your relationship with NTU in your capacity as a student; “**Alumnus Relationship**” means your relationship with NTU in your capacity as an alumnus. If the context otherwise requires or permits, references to the masculine gender shall include the feminine gender.
5. Your Student Relationship with us is intended to be a holistic journey for you and is not limited to merely dealing with your academic needs or studies but it also includes dealing with your Student Experience. In this document, “**Student Experience**” refers to activities, events, products and/or services, and materials and publicity developed by NTU (if any) which feature you as a student or your experiences at NTU activities or events, or your abilities and achievements (including but not limited to festival celebrations, graduation ceremonies, orientation and student group camps and events, academic and non-academic conferences, academic and non-academic programmes, student benefit activities, student services, materials and publicity containing profiles of students who have taken up NTU academic or non-academic programmes, and publicity in relation to student abilities and achievements such as significant research carried out or prizes won) which may be provided by NTU to enhance or enrich your life as a student with us, to create networking opportunities for you, to foster community spirit within the NTU community, to feature you and/or your experiences at NTU activities and events and/or your abilities and achievements, to encourage holistic development of students both inside and outside the classroom and/or to assist you in planning and preparing for your life after graduation.

6. To process, deal with, administer and/or manage your Relationship with us, we will necessarily need to collect, use, disclose and/or process your personal data. Such personal data includes information about you set out in your application forms and documents and any other personal information provided by you or possessed by us. Some examples are your name, identification number, personal contact details, citizenship, medical and disability information, bank account, photograph, admission data such as programme details, performance data such as academic status and results, behavioural data such as submissions and entries, and digital data such as login patterns etc.
7. We generally collect personal data (a) that you knowingly and voluntarily provide in the course of or in connection with your Relationship or via a third party who has been authorised by you to disclose your personal data to us (your “**authorised representative**”); or (b) where collection and use of personal data without consent is permitted or required by the Personal Data Protection Act 2012 (“**PDPA**”) or other laws.
8. Your refusal to give consent, withdrawal of consent or failure to supply certain personal data to us (or if we are not permitted by you to process your personal data), may/would result in us being unable to process, administer, deal with and/or manage your Relationship with us. Depending on the extent by which you do not permit us to process your personal data or the extent of personal data which you do not provide to us, it may mean that we will not be able to accept you as a student of NTU and/or administer your Relationship (or any part thereof) with us.
9. We will/may collect, use, disclose and/or process your personal data for one or more of the following purposes:
  - (a) contacting you or communicating with you via the modes indicated below for the purposes of administering and/or managing your Relationship with us using contact details that we have or any new or amended contact details that may have been provided to us from time to time:
    - (1) via any mode of communication such as phone or voice call, text message and/or fax message, e-mail and/or postal mail, video/teleconferencing application or platform and any other means, (collectively referred to hereinafter as “Communicating”) for the following purposes:
      - (i) Communicating information to you related to matters relating to the courses or programmes that you are undertaking including updates or change of lecture/tutorial dates or venues, examination or assessment dates or venues, notification of any updates or changes in any courses or programmes that you are undertaking;
      - (ii) sending you course, study, assignment and/or lecture materials; and
      - (iii) Communicating with you for administrative matters (such as but not limited to fees or payment, and your accommodation at NTU).
    - (2) via e-mail, postal mail and/or any mode of communication that does not involve the use of any Singapore telephone number in order to send you information, materials and/or documents relating to activities, events, products and/or services that are intended for or are part of the Student Experience.

You acknowledge and agree that such communication by us could be by way of the mailing of correspondence, documents or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages;



- (b) facilitating, processing, dealing with, administering, managing, renewing and/or continuing your application to be a student with us including, but not limited to, carrying out due diligence or other screening activities (including security and background checks) in accordance with legal or regulatory obligations or our risk management procedures that may be required by law or that may have been put in place by us, including obtaining references and/or other information about you from your previous education institute(s) and/or organisation;
- (c) facilitating, processing, dealing with, administering, managing and/or maintaining your Relationship with us, including but not limited to matters in connection with:
  - (1) matriculation, academic progression, graduation, your candidacy for your degree or certification, including dealing with and/or recording your academic studies, achievements or progress, dealing with and/or determining your examination or achievements or results and candidacy for awards (whether academic, sports related or otherwise);
  - (2) fees and charges;
  - (3) your application(s) for awards, scholarships (whether such award or scholarship is provided by any third party or NTU) ("**Scholarship**") and/or financial aid/loans, grants or bursaries ("**Financial Aid**"), and if successful, facilitating, administering, processing, dealing with and/or managing your awards, Scholarships and/or Financial Aid (NOTE: This may include disclosure of personal data to donors, grantors, external evaluators and/or external organisations for purposes of periodic reports for qualification for, evaluation, review or continuation of funding);
  - (4) determining your suitability for awards / scholarships / grants / placements / internships and determining your suitability for programmes or courses run by other organisations (whether in or outside Singapore) in collaboration with NTU;
  - (5) managing your application for and/or involvement in any events, seminars, programmes, part-time employment (such as the Work-Study Scheme) and/or your interest or participation in any events, seminars, programmes, work opportunities and/or other opportunities that we may make available to students as part of the Student Experience;
  - (6) exchange programmes, placements, secondments or internships with external organisations, programmes or courses run by other organisations (whether in or outside Singapore) in collaboration with NTU, overseas trips in your capacity as a student of NTU or as part of your programme;
  - (7) materials and publicity developed by NTU (if any) which feature you as an NTU student or your experiences at NTU activities or events, or your abilities and achievements; and
  - (8) maintaining contact with you as a student and thereafter as an alumnus.
- (d) supporting, dealing with and/or administering your education, health, medical needs, safety and welfare requirements such as but not limited to student support services, counselling, careers advice, careers services and health services;
- (e) dealing with, administering and/or managing your use of facilities including but not limited to your accommodation needs, provision of IT (information technology) services and recreation facilities;
- (f) carrying out your instructions or responding to any enquiry given by (or purported to be given by) you or on your behalf;

- (g) processing applications and enrolment for health, life and travel insurance and university-related and/or student-related concessions and benefits (e.g. concession cards);
- (h) processing campus accommodation and administering matters related to use of these services;
- (i) planning responses to and Communicating with you in the event of public transport disruptions, emergencies or other extraneous circumstances such as national disasters, health pandemics, safety exercises (including but not limited to fire drills and evacuation drills);
- (j) arranging, applying, administering and executing the monitoring and invigilation of examinations, tests, or other graded assessments (whether attempted by you in person or remotely) including via the use of applications / equipment / other tools, and retaining, reviewing or handling any resulting records for the purposes of executing or administering our roles as educator, assessor and / or invigilator, and videography or photography (for examinations, assessments, quizzes, lessons, tutorials and seminars be it remote or physical) (NOTE: the use of such applications / equipment / other tools may involve and require the collection, use or disclosure of personal data in accordance with further notifications issued by us from time to time, including but not limited to photography and/or videography carried out during such activities, in which event you will be required to responsibly manage collection of such personal data by following instructions given in respect of such notifications);
- (k) to prevent or investigate any fraud, unlawful activity or omission or misconduct, whether relating to your Student Relationship or Alumnus Relationship or any other matter arising from your Relationship with us, and whether or not there is any suspicion of the aforementioned (NOTE: This includes use of surveillance of public or secure areas, the use of electronic access and video systems to maintain campus security of persons or property, the application of control access, and the use of all records generated from the same to monitor and/or investigate suspicious or inappropriate activities) and/or investigating any alleged or actual fraud, misconduct or unlawful conduct within NTU and/or NTU's affiliates/ related corporations;
- (l) dealing with, handling and/or conducting disciplinary, security and quality assurance processes, matters and/or arrangements. Without prejudice to the generality of the aforesaid, we wish to bring to your attention that there are surveillance cameras installed throughout the premises of NTU for security reasons and you acknowledge that your personal data will be collected by such cameras and processed by us consequently;
- (m) dealing with and/or investigating complaints and discipline related matters;
- (n) complying with or as required by any applicable law, governmental, regulatory, security or audit requirements of any relevant jurisdiction, as well as rules, guidelines or notices issued by applicable regulatory authorities of any relevant jurisdiction, including meeting the requirements to make disclosure under the requirements of any law binding on us or any of our affiliates/ related corporations and for the purposes of any guidelines issued by regulatory or other authorities, whether in Singapore or elsewhere, with which we or any of our affiliates/related corporations are expected to comply, and/or complying with NTU's internal policies and procedures;
- (o) complying with or as required by any request or direction of any governmental authority (whether Singapore or non-Singapore) issued to us or any of our affiliates/related corporations; or responding to requests for personal data or information from hospitals, embassies, public agencies, ministries, statutory boards or other similar authorities (whether Singapore or non-Singapore) (including but not limited to the Ministry of Defence, Ministry of Education, Immigration and Checkpoints Authority, Ministry of Health, Ministry of Home Affairs, Ministry of Manpower, Ministry of Foreign Affairs, Ministry of Social & Family Development and Central Provident Fund Board);



- (p) dealing with immigration related matters (including student pass related matters). In this regard, this includes but is not limited to disclosing to the relevant government authorities (including Singapore government authorities or foreign government authorities) details about your status for immigration related and/or student pass related matters. Without limiting the generality of the aforesaid, in the case where you are a foreigner coming to Singapore or in the case where you are being sent to study overseas, we may/will need to collect, use and disclose your personal data from/for dealing with/to such government authorities;
- (q) performing internal administrative, operational and technology tasks to facilitate, administer or manage your Relationship with us;
- (r) data analysis, producing statistics and research for internal and/or statutory reporting and/or record-keeping requirements and performing university policy/process reviews;
- (s) administering, facilitating and/or dealing with educational institution rankings or global ranking indices that NTU participates in or wishes to participate in;
- (t) conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve our services and facilities in order to enhance your Relationship with us or for your benefit, or to improve any of our academic courses or programmes or for operational strategy and policy planning purposes;
- (u) facilitating, processing, dealing with, administering, managing and/or maintaining your Alumnus Relationship with us including but not limited to:
  - (1) Communicating to you promotions, benefits and services available to alumni;
  - (2) organising, facilitating and Communicating to you of alumni events and programmes, courses or other activities that may involve academic schools/departments and administrative units of NTU;
  - (3) providing you with NTU publications; and
  - (4) Communicating to you and providing you information, materials and/or documents relating to activities, events, products and/or services administered, provided, managed, conducted and/or promoted by us or third parties that are for your benefit as an alumnus of NTU.
- (v) Communicating to you, performing, dealing with, facilitating and/or administering fund raising activities, and/or to solicit donations from you, for purpose of advancement of education in NTU (except where separate and further consent may be required);
- (w) formulating and executing outreach and engagement to garner support and resources for NTU, its community and affiliated institutions; and
- (x) (Where in relation to a class of work available or intended for publication) releasing to the public domain your personal data in connection with any project, thesis, research or any similar work undertaken by you in the course of your Relationship with the University. The personal data includes, but is not limited to your name, title of theses or project, description of your work and the period during which work was undertaken.

(collectively referred to as the “**Purposes**”).

10. We may, for any of the Purposes or matters notified in this statement, contact individuals which are identified to us and verified as being your next of kin / parent / legal guardian (collectively, your “**NOK**”) to the extent reasonably necessary to execute the Purposes. Where so, we will Communicate with your NOK using records provided and verified to us. You will be required to update and verify any contact particulars at all times as we will use the last known or verified version of such particulars to do so. You hereby represent and warrant that where you provide the personal data of such individuals to the organisation that you have each of their authority to provide their personal data to us and that you are validly acting on each of their behalf and have obtained their consent to disclose their personal data to us for the purposes for which we are collecting, using, disclosing and processing their personal data.
11. You hereby acknowledge, agree and consent (except where separate and further consent may be required) that we may/are permitted to disclose and/or process your personal data to third parties (whether located within or outside Singapore), in each respect, for one or more of the above Purposes and for the third parties to disclose and/or process your personal data for one or more of the above Purposes. Without limiting the generality of the foregoing or of paragraph 9, such third parties include:
- (a) our associated or affiliated organisations or related corporations;
  - (b) organisations with which or whom we are collaborating and/or partnering for one or more of the Purposes;
  - (c) individuals, organisations and/or any government authority who may provide or have provided you with Scholarships, Financial Aid, awards, medals or prizes, or loans during the period (or part thereof) of your studies in NTU and who request for information relating to your progress and results as a student in NTU;
  - (d) any of our (or any of our affiliates’/related corporations’) agents, contractors or third party service providers who process your personal data on our (or any of our affiliates’/related corporations’) behalf including but not limited to medical centre(s), those which provide administrative or other services to us such as mailing houses, telecommunication companies, manufacturers/suppliers/printers of university publications or award medals, plaques, certificates or trophies, data storage centre service providers, backup data service providers and information technology companies;
  - (e) NTU (or NTU’s associated corporations’ or related corporations’) professional advisors or service providers;
  - (f) legal process participants and their advisors;
  - (g) organisations and/or educational institutions which are involved in exchange programmes and/or joint degree programmes with us, the provision of products and services relating to your status as a student and/or alumni, student learning or academic courses, Financial aid, Scholarships and bursaries;
  - (h) government authorities, public agencies, ministries, statutory boards or other similar authorities (whether Singapore or non-Singapore) including their appointed agents, contractors or third party service providers for the fulfilment of any of the above Purposes; and
  - (i) courts and other alternative dispute forums;
  - (j) your NOK (which is defined under paragraph 10); and/or



- (k) third parties which are receiving your personal data for one or more of the Purposes. We will take steps to ensure that your personal data that is transferred or disclosed to third parties continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

These provisions are intended to facilitate the provision of activities, events, products and/or services in connection with your studentship. We will not disclose to a greater extent than is provided and which we determine in good faith to be necessary.

- 12. Without prejudice to the generality of any of the aforesaid, please note that photography and/or videography could be carried out during such activities and except where separate and further consent may be required, your image may be captured for the Purposes where recording your participation in such activities is relevant for publication in materials such as newsletters or other publications, yearbooks or any other materials/books recording your participation in such activities.

#### **(B) PROTECTION OF PERSONAL DATA**

- 13. Your personal data may be held or stored locally, regionally or globally, whether in Singapore or out of Singapore.
- 14. To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures to secure all storage and transmission of personal data by us.
- 15. You should be aware however, that no method of transmission over the internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

#### **(C) RETENTION OF PERSONAL DATA**

- 16. It is our policy to retain certain personal data of students upon the termination, cessation or withdrawal of their studentship and/or the termination or cessation of their Student Relationship and/or Alumnus Relationship, so long as such personal data is still relevant for the purpose(s) for which it was collected and/or we have a legal or business purpose to keep the same. Without limiting the foregoing, such personal data may be required for any post-Relationship related activities including but not limited to processing your requests and allowing us to fulfil contractual or statutory obligations.
- 17. We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purposes for which the personal data were collected, and are no longer necessary for legal or business purposes.

#### **(D) ACCURACY OF, ACCESS TO AND CORRECTION OF PERSONAL DATA**

- 18. Please ensure that you provide complete and accurate personal data to us and keep us updated on any changes to your personal data. Kindly note that if you do not provide complete and accurate personal information to us as and when it is required, it may have adverse consequences for you as we would be relying on such personal data to make decisions about you during the course of the Relationship.

19. If you wish to make an access request for access to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data, you may submit your request (i) through the online form on NTU's website or (ii) in writing or via email to our Data Protection Officer at the contact details provided below. If you wish to make a correction request to correct or update any of your personal data which we hold, you may submit your request (i) through the Student Intranet – for Undergraduate, please access this [link](#) and for graduate Students, please access this [link](#); (ii) through the online form on NTU's website or (iii) in writing or via email to our Data Protection Officer at the contact details provided below.
20. To the extent that the applicable law allows, you may request access to, and the correction of, your personal data in our possession or control. If we allow access, we may charge you a reasonable fee. If so, we will inform you of the fee before processing your request.
21. We will respond to your request as soon as reasonably possible. In general, our responses will be within thirty (30) days. Should we not be able to respond to your access or correction request within thirty (30) days after receiving your access or correction request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA). Please note that depending on the request that is being made, we will only need to provide you with access to the personal data contained in the documents requested, and not to the entire documents themselves. In those cases, it may be appropriate for us to simply provide you with confirmation of the personal data that our organisation has on record, if the record of your personal data forms a negligible part of the document.

#### **(E) WITHDRAWING YOUR CONSENT**

22. You have the right to withdraw your consent given hereunder by giving us reasonable notice, whether in part or as a whole. However, your withdrawal of consent could result in certain legal consequences arising from such withdrawal, such as preventing NTU from providing to you the services affected by your withdrawal of consent. In this regard, depending on the extent of your withdrawal of consent for us to process your personal data, it may mean that we will not be able to continue with your existing Relationship with us. Should you wish to withdraw your consent in part or whole, please (a) submit your request using the eForm at this [link](#) and provide details of your withdrawal or (b) send an email to our Data Protection Officer at [dpo@ntu.edu.sg](mailto:dpo@ntu.edu.sg) and providing details of your withdrawal.
23. Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to effect your request within fourteen (14) days of receiving it. Should we be unable to effect your withdrawal request within fourteen (14) days after receiving your withdrawal request, we will inform you in writing within fourteen (14) days of the time by which we will be able to effect your request.
24. For the avoidance of doubt, in the event that Singapore personal data protection law or other Singapore law permits an organisation such as NTU to collect, use or disclose your personal data without your consent, such permission granted by the law shall continue to apply. This will be the case notwithstanding that you may have withdrawn your consent or notwithstanding that you have not given us consent to the same.



25. Questions

If you have any questions about this Statement or in relation to how NTU manages, protects and/or processes your personal data, you may contact our Data Protection Officer at [dpo@ntu.edu.sg](mailto:dpo@ntu.edu.sg)

**RESPONSIBLE PARTIES**

Responsible Office: Office of Ethics and Compliance

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1.0	1 March 2014
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3.0	1 July 2020
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